

EXHIBIT 1

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

AMYRIS, INC., *et al.*,

Debtors.¹

Chapter 11

Case No. 23-11131 (TMH)

(Jointly Administered)

**ORDER APPROVING STIPULATION REGARDING ASSUMPTION OF EXECUTORY
CONTRACTS WITH JUDY CASEY, INC. AND SETTLEMENT OF CLAIMS WITH
HEATHER MOORE**

Upon consideration of the *Stipulation Regarding Assumption of Executory Contracts with Judy Casey, Inc. and Settlement of Claims with Heather Moore*. (the “Stipulation”), attached hereto as Exhibit A, it is hereby

ORDERED THAT the Stipulation is APPROVED; and it is further

ORDERED THAT the Agreement is assumed pursuant to 11 U.S.C. § 365 effective as of the date of entry of this Order.

¹ A complete list of each of the Debtors in these Chapter 11 Cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://cases.stretto.com/Amyris>. The location of Debtor Amyris Inc. principal place of business and the Debtors’ service address in these Chapter 11 Cases is 5885 Hollis Street, Suite 100, Emeryville, CA 94608.

EXHIBIT A

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

AMYRIS, INC., *et al.*,

Debtors.¹

Chapter 11

Case No. 23-11131 (TMH)

(Jointly Administered)

**STIPULATION REGARDING ASSUMPTION OF EXECUTORY CONTRACTS WITH
JUDY CASEY, INC. AND SETTLEMENT OF CLAIMS WITH HEATHER MOORE**

Debtor Amyris Clean Beauty, Inc. (“ACB”), Judy Casey, Inc. (“JCI”), and Heather Moore (“Mrs. Moore” and, together with ACB and JCI, the “Parties”) stipulate and agree (the “Stipulation”) as follows:

RECITALS

A. On August 9 and August 21, 2023 (as applicable, the “Petition Date”),² the above-captioned debtors and debtors in possession (the “Debtors”) commenced these jointly administered Chapter 11 cases in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) by filing a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”).

B. Debtor Amyris Clean Beauty, Inc. (“ACB”) and Judy Casey, Inc. (“JCI”) are party to a *Master Services Agreement* (the “MSA”), dated as of June 7, 2023 and an associated *Statement of Work #1* (the “SOW” and, together with the MSA, the “Agreements”), dated as of June 15, 2023. Pursuant to the Agreements, JCI referred Heather Moore (“Mrs. Moore” and, together with

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² The Petition Date with respect to ACB was August 9, 2023.

ACB and JCI, the “Parties”) to provide photography services to ACB, as set forth more fully in the Agreements.

C. JCI issued Invoice # HEA170 (the “Invoice”) to ACB on June 21, 2023 for the Services (as defined in the SOW) provided under the Agreements. JCI filed proof of claim number 176 against Debtor Amyris, Inc. (the “Proof of Claim”) on September 12, 2023, reflecting the amounts due and owing under the Invoice and Agreements.

D. Mrs. Moore asserts that, as a result of the nonpayment of the Invoice, the Debtors have been infringing on her intellectual property rights by using the photographs taken by Mrs. Moore (the “Photographs”) as contemplated by the Agreements. The Debtors disagree, and assert that, pursuant to the Agreements, the Photographs constitute the Debtors’ intellectual property.

E. In order to avoid the costs and risks of litigation, the Parties have determined to resolve their disputes, on the terms set forth below. The Parties have negotiated this Stipulation in good faith and at arms’ length.

F. In consideration of the premises and mutual covenants contained herein and other valuable consideration, the receipt of which is hereby acknowledged, intending to be legally bound, it is stipulated and agreed among the Parties, subject to and conditioned upon approval of the Bankruptcy Court, as follows:

STIPULATION

1. The Agreements shall be deemed assumed pursuant to 11 U.S.C. §365. For the avoidance of doubt and notwithstanding anything to the contrary in the Agreements, the Agreements and the Debtors’ interests therein may be freely assigned or transferred by the Debtors in connection with any sale of the Debtors’ assets.

2. The Parties agree that the amount necessary for the Debtors to cure any and all

defaults under the Agreements pursuant to section 365(b)(1) of the Bankruptcy Code is \$26,151.78 (the “Cure Amount”). Within three (3) business days of the Effective Date (as defined below), the Debtors shall either, at JCI’s election, (a) pay the Cure Amount to JCI, who shall remit such amount to Mrs. Moore or (b) pay the Cure Amount directly to Mrs. Moore.

3. Upon the Effective Date and payment of the Cure Amount, each Party fully, finally, and forever releases and discharges each other Party, their estates, and their property or their successors, of and from any and all claims, debts, demands, actions, causes of actions, suits, controversies, proceedings, accounts, covenants, agreements, promises, judgments, executions, damages, attorneys’ fees, costs (including out-of-pocket expenses, court costs, and expert witness fees), and any other liabilities of any nature whatsoever arising under the Agreements, the Photographs, the Invoice, and/or the Proof of Claim, whether sounding in contract, tort, or otherwise, whether matured or unmatured, accrued or unaccrued, liquidated or unliquidated, absolute or contingent, known or unknown, whether now existing or that might arise hereafter; *provided*, however, that nothing herein shall preclude any Party from seeking injunctive relief to enforce any other Party’s obligations hereunder. For clarification purposes and notwithstanding anything else contained herein, nothing in this Stipulation shall be deemed to grant the Debtors any additional rights in or to the Photographs outside the scope provided in the Agreements.

4. The Parties represent and warrant to each other that the signatories to this Stipulation have the full power and authority to enter into this Stipulation.

5. The Parties shall cooperate with one another to seek Bankruptcy Court approval of this Stipulation, which shall be effective upon the Bankruptcy Court’s entry of an order approving this Stipulation (the date of entry of such order, the “Effective Date”).

6. This Stipulation may be executed in identical counterparts, each of which when so executed and delivered will constitute an original, but all of which taken together will constitute one and the same instrument. The exchange of copies of this Stipulation and of signature pages by facsimile transmission or by other electronic transmission of a manual signature (by portable data format (PDF) or other method that enables the recipient to reproduce a copy of the manual signature) will constitute effective execution and delivery of this Stipulation as to the Parties and may be used in lieu of the original Stipulation for all purposes. Signatures of the Parties transmitted by facsimile or other electronic transmission will be deemed to constitute their original signatures for all purposes.

7. The Bankruptcy Court will retain jurisdiction to resolve any disputes or controversies arising from or relating to this Stipulation.

WHEREFORE, the undersigned have executed this Stipulation on behalf of the Parties hereto.

**PACHULSKI STANG ZIEHL & JONES
LLP**

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